#### MAIL TO:

STATE OF UTAH DIVISION OF PURCHASING 3150 STATE OFFICE BUILDING, CAPITOL HILL P.O. BOX 141061 SALT LAKE CITY, UTAH 84114-1061 TELEPHONE (801) 538-3026 FAX (801) 538-3882 http://www.purchasing.state.ut.us

# **Request for Quotation**

BV6017 Solicitation Number: Due Date: 08/30/05 August 18, 2005

Date Sent:



Goods and services to be purchased: SEXUAL ASSAULT EVIDENCE COLLECTION KITS

## Please complete

Company Name	Federal Tax Identification Number		ax Identification Number
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type	Company Contact Person	•	•
☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government			
Telephone Number (include area code)	Fax Number (include area code	)	
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After required minimums)	Receipt of C	Order (see attached for any
The following documents are included in this solicitation: Solicitations. Please review all documents carefully before of the undersigned certifies that the goods or services offered a	completing.	J	•
in Utah. Yes No If no, enter where produced, etc		wii, iiiaiiu	
Offeror's Authorized Representative's Signature	Date		
Type or Print Name	Position or Title		

# **Request for Quotation**

Solicitation Number: BV6017

Due Date: 08/30/05

Vendor Name:

ESTIMATED USAGE PER YEAR	Item #	QTY	Unit	Description	Unit F	Price
1500 KITS	001	1	EA	FIVE YEAR AGENCY CONTRACT FOR SEXUAL ASSAULT EVIDENCE COLLECTION KITS, PER THE ATTACHED SPECIFICATIONS.  MUST INCLUDE PRODUCT LITERATURE OR YOUR BID MAY BE REJECTED.	\$ EA	Α.

# QUESTIONS ON SPECIFICATIONS CALL PILAR SHORTSLEEVE AT (801) 957-8527.

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL BRENDA VELDEVERE ÁT (801) 538-3142.
RX: 180 61000000014
COMMODITY CODE: 68093

Ship To: PUBLIC SAFETY

4501 SOUTH 2700 WEST SALT LAKE CITY UT 84119

# FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP	CODE			
SHIPPING WEIGHT				
MODE OF TRANSPORTATION	ON (Please check one)			
□ Small package/Ground	□ LTL(Less than truck load) NMFC Class #_ NMFC Item #	□ Truckload □ . —— ——	Air	□ Other (Please specify)
TOTAL PRICE LESS FREIG	HT (FOB Origin)			\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination) \$		\$		

# The State of Utah, Division of Purchasing offers bid tabulations and award notifications on its website:

www.purchasing.utah.gov

#### REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

- 1. QUOTATION PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this splicitation. (f) By signing the quotation the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This quote may not be withdrawn for a period of 60 days from quote due date. (h) Incomplete quotes may be rejected
- 2. SUBMITTING THE QUOTATION: (a) The quote must be signed in ink and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 or faxed to (801) 538-3882 by the due date and time. The "Solicitation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page. (b) The state will consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the Request for Quotation (RFQ). Access to state facsimile machine is on a "first come first served" basis and the state does not guarantee the vendor's access to the machine at any particular time. (c) All prices quoted must be both F.O.B. Origin and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the quotation for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.
- 3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.
- **4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their quote which is not to be disclosed to the public or used for purposes other than the evaluation of the quote. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any quote will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the state.
- 5. SAMPLES: Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the vendor's expense.
- 6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 7. DIVISION APPROVAL: Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.
- 8. AWARD OF CONTRACT: (a) This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after award. To obtain a copy of this record (tabulation) you may either enclose a stamped self-addressed envelope, or review tabulation in our office. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible vendor that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any and all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the vendor's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will to be applied against vendors quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, <u>Utah Code Annotated</u>. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.
- 9. ANTI-DISCRIMINATION ACT: The vendor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
- 10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.
- 12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision 5 Jul 2005 - RFQ Instructions)

# **Sexual Assault Evidence Collection Kit Bid Specifications**

# I. Request for Bids

This bid is the production and shipment of kits for the collection of evidence from a victim of a sexual assault.

# **II.** Minimum Requirements

The estimated number of kits for a one (1) year period is 1000-1500 kits.

The bid should include all printing costs and be flexible to any updates made to the printing.

The bid should include shipping costs. Shipment is to be UPS ground or a comparable service company.

The kits shall be received within on month of the requested order.

# **III.** Specifications

Kit box specifications:

- 1 The kit outer box size to be a minimum of 7" W x 10 ½"L x 2 ½"D
- 2 The box is to be labeled as per the exemplar
- 3 Each kit is to include two or more tamper sensitive evidence security seals for the outer box

Each Kit is to include the following items:

## Paper forms:

- 1- Set of "Instructions for the Collection of Forensic Laboratory Specimens". To be printed on 8" x 11" white paper and can be single or double sided.
- 1 Set of "Sexual Examination Forms". To be printed on 8" x 11" white paper, single sided.
- 1 Approximately 9 ½" x 4" envelop labeled as per the exemplar for the 'Hospital Billing and Reimbursement Forms". To contain the following forms:
  - 1 "Sexual Assault Forensic Examination Program" form on off-white paper
  - 1 "Sexual Assault Forensic Examination Program Fast Track Reimbursement" form on blue paper.
  - 1 "Application of Crime Victims Reparations" multicolored form on white paper.
- 1 Approximately 9 ½" x 4" envelop labeled as per the exemplar for the 'Sexual Assault Examination Forms". To contain the following forms:

For the collection of Blood Samples:

- 1  $7 \frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar with a biohazard sticker.
- 1 7 ml EDTA anticoagulated blood draw tube with a minimum of a one (1) year

- expiration date.
- 1 10 ml potassium oxalate sodium fluoride anticoagulated blood draw tube with a minimum of a one (1) year expiration date.
- 1 Bubble wrap or other impact minimizer.
- 1 Plastic spill containment pouch.
- 1 Tamper sensitive evidence security seal.

### For the collection of Clothing:

- 1 7  $\frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 1 Small white paper bag labeled as shown in the exemplar.
- 1 Tamper sensitive evidence security seal.

#### For the collection of Debris:

## 1. Debris Collection

- 1  $7 \frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 1 Sheet of white paper for the containment of the collected debris.
- 1 Tamper sensitive evidence security seal.

### 2. Debris Collection - Stains

- 1  $7\frac{1}{2}$ " x  $5\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 2 Swab cartons. One labeled for debris collection. One labeled for a negative control collection.
- 4 Sterile cotton swabs
- 1 Tamper sensitive evidence security seal.

## 3. Debris Collection - Fingernails

- 1 7  $\frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 2 Swab cartons. One labeled for the right hand fingernail swab collection. One labeled for the left hand fingernail swab collection.
- 2 Sterile cotton swabs.
- 1 Tamper sensitive evidence security seal.

#### For the collection of Pubic Hair Combings:

- 1 7  $\frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 1 Soft plastic brush
- 1 Terri-towel for the containment of the collected combings.
- 1 Tamper sensitive evidence security seal.

#### For the collection of Pubic Hair Standards

- 1 7  $\frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 1 Terri-towel for the containment of the collected standards.
- 1 Tamper sensitive evidence security seal.

#### For the collection of Head Hair Standards

- 1 7  $\frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 1 Terri-towel for the containment of the collected standards.
- 1 Tamper sensitive evidence security seal.

## For the collection of Vaginal Swabs and Vaginal Smear

- $1 7 \frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 2 Swab cartons, with a pre-labeled area marked "? Vaginal".
- 4 Sterile cotton swabs.
- 1 Microscope slide.
- 1 Microscope slide mailer.
- 1 Tamper sensitive evidence security seal.

### For the collection of Cervical Swabs and Cervical Smear

- 1  $7 \frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 1 Swab carton, with a pre-labeled area marked "? Cervical".
- 2 Sterile cotton swabs.
- 1 Microscope slide.
- 1 Microscope slide mailer.
- 1 Tamper sensitive evidence security seal.

#### For the collection of Penile Swabs and Penile Smear

- 1  $7\frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 1 Swab carton, with a pre-labeled area marked "? Penile".
- 2 Sterile cotton swabs.
- 1 Microscope slide.
- 1 Microscope slide mailer.
- 1 Tamper sensitive evidence security seal.

## For the collection of Oral Swabs and Oral Smear

- 1 7  $\frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 1 Swab carton, with a pre-labeled area marked "? Oral".
- 2 Sterile cotton swabs.
- 1 Microscope slide.
- 1 Microscope slide mailer.
- 1 Tamper sensitive evidence security seal.

### For the collection of Anal Swabs and Anal Smear

- 1 7  $\frac{1}{2}$ " x 5  $\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 1 Swab carton, with a pre-labeled area marked "? Anal".
- 2 Sterile cotton swabs.
- 1 Microscope slide.
- 1 Microscope slide mailer.
- 1 Tamper sensitive evidence security seal.

# For the collection of Rectal Swabs and Rectal Smear

- 1  $7\frac{1}{2}$ " x  $5\frac{1}{2}$ " white envelop labeled as per the exemplar.
- 1 Swab carton, with a pre-labeled area marked "? Rectal".
- 2 Sterile cotton swabs.
- 1 Microscope slide.

- 1 Microscope slide mailer.1 Tamper sensitive evidence security seal.

# **Envelope Layouts**

Step 4		<b>CLOTHING</b>
1. 2. 3.	Have patient undress over clean examina Place each article in a new clean paper b Place panties into the enclosed paper bag	oag.
Victims Name: Date Collected: Collected By:	Time:	am / pm

Step 5	5
--------	---

# 1. DEBRIS COLLECTION

- 1. Remove paper from envelope
- Collect the debris and place refold paper to retain debris. Place in envelope and seal. 2.
- 3.

Location of Debris:		
Victims Name:		
Date Collected:	Time:	am / pm
Collected By:		<u> </u>

# 2. DEBRIS COLLECTION - STAINS 1. For suspected stains, moisten swab with water. 2. Swab stain area. 3. Swab an area near the stain as a negative control. 4. Air dry and place in a swab box. Mark location on box. 5. Place in envelope and seal. Location of stain: Victims Name: Date Collected: Date Collected: Time: Time: am / pm Collected By:

Step 5	3. DEBRIS COLLECTION - FINGERNAILS
1. 2. 3. 4.	Collect if indicated. Scrap fingernails with manicure stick provided. Place scrapings into smaller envelopes and seal. Return to larger envelope and seal.
Victims Name: Date Collected:	Time: am / pm
Collected By:	Time: am / pm

# 

Step 7	PUBIC HAIR STANDARDS
1.	Clip 15 pubic hairs as close to the skin as possible.
2. 3.	Place in paper. Fold the paper Place in envelope and seal.
Victims Name:	
Date Collected: Collected By:	Time: am / pm

# 1. Pull a total of 15 head hairs from various areas of the head. 2. Place in paper. Fold the paper 3. Place in envelope and seal. Victims Name: Date Collected: Collected By: Time: am / pm

Step 9	ORAL SWABS AND	<b>SMEAR</b>
1.	Use both swabs simultaneously.	
2.	Swab gums, cheeks and under the tongue.	
3.	Make a smear using both swabs.	
4.	AIR DRY	
5.	Place in swab boxes and slide mailer then, in the enverseal.	lope and
Victims Name:		
Date Collected:	Time: am / pm	
Collected By:		

# Step 10 **VAGINAL SWABS AND SMEAR** 1. Use warm WATER to insert speculum. 2. Use the (4) swabs simultaneously. Swab the vaginal vault. 3. Make a smear using the (4) swabs. 4. 5. AIR DRY Place in swab boxes and slide mailer then, in the envelope and 6. seal. Victims Name: Date Collected: \_\_\_\_\_ am / pm

Collected By:

Step 11	CERVICAL SWABS AND SMEAR
1.	Use the (2) swabs simultaneously.
2.	Swab the cervix.
3.	Make a smear using the (2) swabs.
4.	AIR DRY
5.	Place in swab boxes and slide mailer then, in the envelope and seal.
Victims Name:	
Date Collected:	Time: am / pm
Collected By:	

# PENILE SWABS AND SMEAR 1. Moisten (2) swabs with small amount of water. 2. Swab the external penile shaft. 3. Make a smear using the (2) swabs. 4. AIR DRY 5. Place in swab boxes and slide mailer then, in the envelope and seal. Victims Name: Date Collected: Time: am / pm

Collected By:

Step 13	ANAL SWABS AND SMEAR
1.	Use the (2) swabs simultaneously.
2. 3.	Swab the anal area.  Make a smear using the (2) swabs.
3. 4.	AIR DRY
5.	Place in swab box and slide mailer then, in the envelope and seal.
Victims Name:	
Date Collected:	Time: am / pm
Collected By:	<del></del>

# 1. Use the (2) swabs simultaneously. 2. Insert into rectal canal and swab. 3. Make a smear using the (2) swabs. 4. AIR DRY 5. Place in swab boxes and slide mailer then, in the envelope and seal. Victims Name: Date Collected: Collected By:

Step 15	BLOOD SAMPLES
1.	Use the enclosed purple top and grey top tube.
2.	Label each tube with the patient's name, date, time of collection and collector's initials.
3.	Place in biohazard bag provided.
4.	Place bag into envelope and seal.
Victims Name:	
Date Collected:	Time: am / pm
Collected By:	

# Step 2

# HOSPITAL BILLING and REIMBURSEMENT FORMS

- 1. Blue form goes to hospital billing for reimbursement.
- 2. White form is given to the Patient for future use.

# Step 3

# SEXUAL ASSAULT EXAMINATION FORM

- 1. Copy the examination form.
- 2. Retain the copy for hospital records.
- 3. Place the original in this envelop and tape to the bottom of the kit..

State of Utah
Sexual Assault Examination

# Patient's Name

Male/Female DOB: Age: Date of examination	
Race: White Black Hispanic Asian/Pacific Islander Am	nerican Indian Other
Person assisting with the examination:	
Location of Exam:	
Who Requested Examination:	
Law Enforcement Agency:Agency Case Number: (SANE, Hospital, CJC, etc)	LE Case No:
Agency Case Number: (SANE, Hospital, CJC, etc)	
PATIENT CO	OMPLAINT
Chief Complaint_	SIVII LATITUT
Patient complaining of pain or injury yes no, describe:	
Tation complaining of pain of injury—yes—no, describe.	
MEDICAL	HISTORY
Current Medication(s): yes no	
Allergies to Medication: yes no	
Current medical problems: yes no	
Tetanus: current over 10 years unknown	
Hepatitis B vaccine: yes no unknown	
LMP: Age of Menarche: Prior vaging Any surgeries/Medical Procedures: yes no	iai defiveries: yes no
This surgeries/interieur rocedures. yes no	
Do you have a guardian? yes no Intercourse within 72 hours of assault: yes no, when	_With (name) Relationship
HISTORY OF SEX	XUAL ASSAULT
Date of assault:Time of d	
Location: house/apartment car outside other Brief Summary of assault described by Patient:	
Brief Summary of assault described by I attent.	
Confirmation of the control of the c	S Survey and Survey and a
Surface assault occurred on:Name o	1 1
Relationship to Suspect: stranger acquaintance spouse/partner	other
Relationship to Suspect: stranger acquaintance spouse/partner Race of Suspect: White Black Hispanic Asian/ Pacific 1	other
Relationship to Suspect: stranger acquaintance spouse/partner Race of Suspect: White Black Hispanic Asian/ Pacific Suspect's dress during assault: unclothed clothed. Describe:	other
Relationship to Suspect: stranger acquaintance spouse/partner Race of Suspect: White Black Hispanic Asian/ Pacific Suspect's dress during assault: unclothed clothed. Describe:	other
Relationship to Suspect: stranger acquaintance spouse/partner Race of Suspect: White Black Hispanic Asian/ Pacific Suspect's dress during assault: unclothed clothed. Describe:  Patient's dress during assault: unclothed clothed. Describe:	otherIslander American Indian Unknown other
Relationship to Suspect: stranger acquaintance spouse/partner Race of Suspect: White Black Hispanic Asian/ Pacific Suspect's dress during assault: unclothed clothed. Describe:  Patient's dress during assault: unclothed clothed. Describe:  Suspect's actions: Yes No Unknown	other
Relationship to Suspect: stranger acquaintance spouse/partner Race of Suspect: White Black Hispanic Asian/ Pacific Suspect's dress during assault: unclothed clothed. Describe:  Patient's dress during assault: unclothed clothed. Describe:  Suspect's actions: Yes No Unknown  Weapon:	otherIslander American Indian Unknown other
Relationship to Suspect: stranger acquaintance spouse/partner Race of Suspect: White Black Hispanic Asian/ Pacific I Suspect's dress during assault: unclothed clothed. Describe:  Patient's dress during assault: unclothed clothed. Describe:  Suspect's actions: Yes No Unknown  Weapon: Grabbed/held:	otherIslander American Indian Unknown other
Relationship to Suspect: stranger acquaintance spouse/partner Race of Suspect: White Black Hispanic Asian/ Pacific I Suspect's dress during assault: unclothed clothed. Describe:  Patient's dress during assault: unclothed clothed. Describe:  Suspect's actions: Yes No Unknown  Weapon: Grabbed/held: Physical blows:	otherIslander American Indian Unknown other
Relationship to Suspect: stranger acquaintance spouse/partner Race of Suspect: White Black Hispanic Asian/ Pacific I Suspect's dress during assault: unclothed clothed. Describe:  Patient's dress during assault: unclothed clothed. Describe:  Suspect's actions: Yes No Unknown  Weapon: Grabbed/held:	otherIslander American Indian Unknown other
Relationship to Suspect: stranger acquaintance spouse/partner Race of Suspect: White Black Hispanic Asian/ Pacific I Suspect's dress during assault: unclothed clothed. Describe:  Patient's dress during assault: unclothed clothed. Describe:  Suspect's actions: Yes No Unknown  Weapon: Grabbed/held: Physical blows: Strangled (Choked):	otherIslander American Indian Unknown other

State of Utah
Sexual Assault Examination

Patient's Name

# INDICATORS OF DRUG FACILITATED SEXUAL ASSUALT

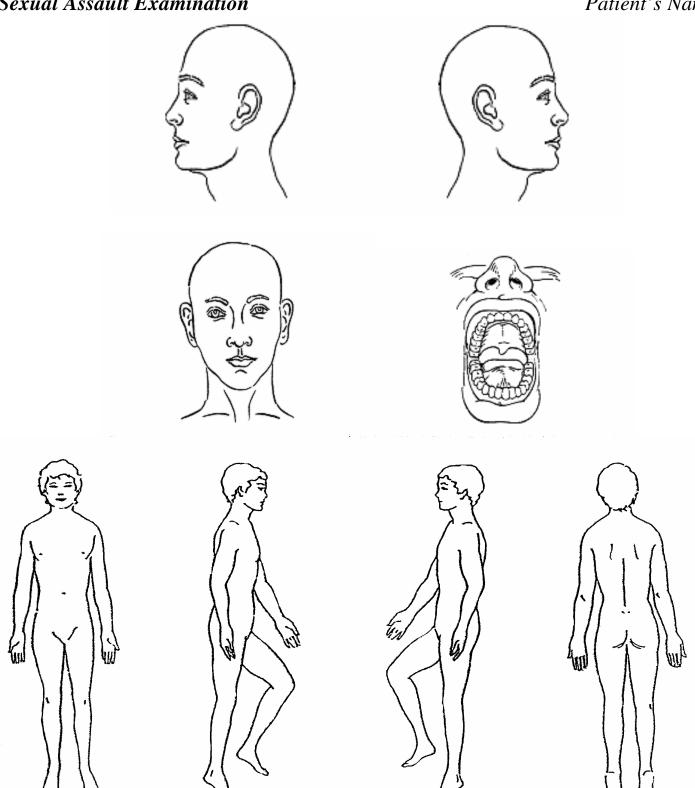
	ssault by suspect(s)? yes no; if yes describe:
Patient used drugs/alcohol before assault? yes	no, if yes describe:
	yes no unknownunknown
<u>NA</u>	TURE OF SEXUAL ASSAULT
Was There Contact with Patient's Vagina b	
Yes No Unknown	Yes No Unknown
Penis/Genitals	Penis/Genitals
Finger/Hand	Finger/Hand
Mouth/Tongue	Mouth/Tongue
Object  Describe chiest	Object Describe chiect
Describe object	Describe object
Was There Contact with <b>Patient's</b> Penis by	
Yes No Unknown	Yes No Unknown
Genitals	Penis/Genitals
Finger/Hand	Finger/Hand
Mouth/Tongue	Mouth/Tongue
Object	Object
Describe object	Describe object
Did Suspect's mouth contact Patient's:	
Yes No Unknown	
Genitals	
Breasts	
Mouth	
Other Specify Site	es
Ejaculation: yes no unknown: (list v	where)
Lubrication: yes no unknown: type	
Suspect washed/cleaned patient: yes no	attempted unknown
	es no unknown
If yes, explain	
POST ASSAULT ACT Yes No Unknown	IONS BY PATIENT (circle and check all that apply) Yes No Unknown
Urinated Urinated	Brushed Teeth
Defecated	Bathed/Showered
Douched	Genital Wipe/Wash
Vomited	Changed clothing
	emoved/Inserted Tampon/Pad/Diaphragm

# Sexual Assault Examination

# Patient's Name

# GENERAL PHYSICAL EXAMINATION (DIAGRAM AND CHART ALL OBSERVABLE INJURIES)

Describe general physical appearance:  NeightWeight  Describe general physical appearance:				
		-		
Describe gene	ral demeano			
Did patient ap	pear to have	any physical or mental impairment yes no. If yes, describe		
	CHECK IF NORMAL OR	DESCRIBE ABNORMAL/TRAUMA FINDINGS (Use diagrams to document findings)		
HEAD (EENT)	NO TRAUMA			
NECK				
BREASTS				
DREASIS				
CHEST/BACK				
ABDOMEN				
EXTREMITIES				
OTHER				



# FEMALE ADOLESCENT/ADULT ANOGENITAL EXAMINATION (DIAGRAM AND CHART ALL OBSERVABLE INJURIES!)

TANNER STAGING OF PATIENT: III\_\_\_\_IV\_\_\_\_V\_\_\_\_

	CHECK	DECORPE ADVODAGE (EDATES)	a I
	CHECK IF NORMAL/ OR NO TRAUMA	DESCRIBE ABNORMAL/TRAUMA FINDING	
INNER THIGHS	NO IKAUMA		$\dashv$
VULVA			
CLITORAL			
HOOD/CLITORIS			*
LABIA MAJORA			
LABIA MINORA			
PERIURETHRAL			
TISSUE			(\(\(\(\(\(\)\)\)\)
And URETHRA			\ \ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
PERIHYMENAL			
TISSUE			
HYMEN			
VAGINA/CERVIX			
VAGINA/CERVIX			
FOSSA			
NAVICULARIS			
POSTERIOR			<b>-</b>
FOURCHETTE			
PERINEUM			一
			7
			$\rightarrow$
ANAL/RECTAL			

State of Utah
Sexual Assault Examination

Patient <sup>3</sup>	's $\lambda$	Iame
1 aucti	$o_{I}$	unie

# FEMALE CHILD/EARLY ADOLESCENT ANOGENITAL EXAMINATION (DIAGRAM AND CHART ALL OBSERVABLE INJURIES!)

TANNER STAGING OF VICTIM: $I_{\_}$	II	III		

# NOTE: A VAGINAL SPECULUM EXAMINATION SHOULD NOT BE PERFORMED ON PREPUBERTAL CHILDREN; UNLESS THE CHILD HAS BEEN ANESTHETIZED!

	СНЕСК	DESCRIBE ABNORMAL/TRAUMA FINDINGS	
	IF NORMAL	DESCRIBE THE CONTRACT PROPERTY.	
	OR		
INNER THICHE	NO TRAUMA		
INNER THIGHS			
VULVA			
, , , , , , , , , , , , , , , , , , , ,			
			( )
CLITORAL HOOD/CLITORIS			1.2/
			1 Canal
LABIA MAJORA			
			1 / /
LABIA MINORA			
			1
PERIURETHRAL			<b>1</b>
TISSUE AND URETHRA			<b>*</b>
PERIHYMENAL TISSUE			
HYMEN			
HIMEN			
FOSSA NAVICULARIS			
POSTERIOR			
FOURCHETTE			
DEDINIELINA			
PERINEUM			
ANAL/RECTAL			

State	of	Utah

# Sexual Assault Examination

Patient's Name

# MALE ANOGENITAL EXAMINATION (DIAGRAM AND CHART ALL OBSERVABLE INJURIES!)

TANNER STAGING O	F PATIENT: I_	II	III	IV	V
Circumcised: Yes	No				

INNER THIGHS  INNER THIGHS  PERINEUM  GLANS PENIS  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS  DESCRIBE ABNORMAL/TRAUMA FINDINGS  DESCRIBE		1		T
OR NO TRAUMA  INNER THIGHS  PERINEUM  GLANS PENIS  PENILE SHAFT  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS			DESCRIBE ABNORMAL/TRAUMA FINDINGS	
INNER THIGHS  PERINEUM  GLANS PENIS  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS				
INNER THIGHS  PERINEUM  GLANS PENIS  PENILE SHAFT  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS		NO TRAIIMA		
PERINEUM  GLANS PENIS  PENILE SHAFT  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS		NO TRACMA		
PERINEUM  GLANS PENIS  PENILE SHAFT  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS				
GLANS PENIS  PENILE SHAFT  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS	INNER THIGHS			
GLANS PENIS  PENILE SHAFT  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS				
GLANS PENIS  PENILE SHAFT  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS	DED 11 12 11 1			
PENILE SHAFT  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS	PERINEUM			
PENILE SHAFT  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS				
PENILE SHAFT  URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS	GI ANS PENIS			
URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS	GEANS LENIS			
URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS				
URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS				
URETHRAL MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS	DENII E CHAET			
MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS	I ENILE SHAFT			
MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS				
MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS				<b>I</b>
MEATUS  SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS	IDETHDAI			
SCROTUM  TESTES  DISCHARGE  PERIANAL  ANUS				jús. Júse
TESTES  DISCHARGE  PERIANAL  ANUS	MEATUS			يه حکومو مستورس
TESTES  DISCHARGE  PERIANAL  ANUS				
TESTES  DISCHARGE  PERIANAL  ANUS	SCDOTUM			72.
DISCHARGE  PERIANAL  ANUS	SCROTOM			
DISCHARGE  PERIANAL  ANUS				
DISCHARGE  PERIANAL  ANUS	TESTES			
PERIANAL  ANUS				- Carlotte Con-
PERIANAL  ANUS				- Sharing
ANUS	DISCHARGE			
ANUS				
ANUS	PERIANAI			
	IERIANAL			No.
				margage of processor
	ANTIC			unit.
RECTUM	AINUS			
RECTUM				
RECTUM				
REC I UIVI	DECTIM			1
	RECTUNI			
		1	<u>,                                      </u>	



<b>State</b>	of	<sup>e</sup> Utah

# Sexual Assault Examination

Patient's Name

	LABUI	<u>KATORY/</u>	<u>FORENSIC SPECIM</u>	ENS COLLECT	<u>ЕD</u>			
	Yes	No			SWAF	BS S	SMEA	RS
Blood-Purple Top (serology)				Oral	yes	no	yes	no
Blood-Grey Top (tox)				Perineal	yes	no	yes	no
Urine (tox)				Vaginal	yes	no	yes	no
Head hair standard				Cervical	yes	no	yes	no
Pubic hair standard				Anal	yes	no	yes	no
Pubic hair combing				Rectal	yes	no	yes	no
Matted pubic hair				Penile	yes	no	yes	
Fingernail scraping				External stains	yes	no Locatio	-	
Debris: no yes. Describe				Control Stain	-			
Deeris. no yes. Beserve				Bite	yes			
Patient's clothing collected:	WAS			Control Bite	•	no Locatio		
Describe					•			
				Other	-	no Locatio		
Other specimens:				Other	yes			
Describe:				Other	yes	no Locatio	n	
Anal/genital photo-documentation:	yes	no		Additional Dicta	tion/Do	cumentation	: yes	s no
Other photo-documentation:	yes	no		Toluidine Blue	1% Dye	used:	ye	s no
CULTURES  Genital  Vaginal  Cervical  Rectal  Penile/Urethra  Other	No		CHLAMYDIA Yes No	_	Syphili HIV Hepati Hepati Other t	tis B tis C tests	lood	No Urine
Wet mount yes n	10		Time when the e	vamination was d		s: Positive		
			Time when the e	Aummanom was (	Jiipicu			
		:	MEDICATIONS GIV	<u>EN</u>				
ANTIBIOTICS:								
ANTIBIOTICS:  EMERGENCY CONTRACEPTOR	N:							
EMERGENCY CONTRACEPTOR								
EMERGENCY CONTRACEPTOR OTHER MEDICATIONS: COMMUNITY REFERALS/INST ADULT PROTECTIVE SERVICE	RUCTI	ONS: ye	es noyes no <b>CHILD PRO</b>					
EMERGENCY CONTRACEPTOR OTHER MEDICATIONS: COMMUNITY REFERALS/INST ADULT PROTECTIVE SERVICE LAW ENFORCEMENT AGENCY	RUCTI	ONS: ye	es no yes no <b>CHILD PRO</b> yes no	OTECTIVE SER	VICES	NOTIFIED	): ye	es no
EMERGENCY CONTRACEPTOR  OTHER MEDICATIONS:  COMMUNITY REFERALS/INST  ADULT PROTECTIVE SERVICE LAW ENFORCEMENT AGENCY	RUCTI	ONS: ye	es no yes no <b>CHILD PRO</b> yes no		VICES	NOTIFIED	): ye	es no
EMERGENCY CONTRACEPTOR OTHER MEDICATIONS:  COMMUNITY REFERALS/INST  ADULT PROTECTIVE SERVICE LAW ENFORCEMENT AGENCY	RUCTION NOTION OF THE PROPERTY NOTION OF THE	ONS: ye FIED: y ndings:	yes no <b>CHILD PRO</b> yes no yes no Findin	OTECTIVE SER	VICES with pat	NOTIFIED	): ye	es no

Once completed, photocopy this document. Retain the copy for your records. Place the original in the provided envelope and tape to the bottom of the Sexual Assault Evidence Kit.

# UTAH BUREAU OF FORENSIC SERVICES CENTRAL LABORATORY 4501 South 2700 West Salt Lake City, Utah 84119

# SEXUAL ASSAULT EVIDENCE COLLECTION SYSTEM

# INSTRUCTION FOR THE COLLECTION OF FORENSIC LABORATORY SPECIMENS

Specimens from only <u>ONE</u> suspected assault case are to go into each sexual assault evidence collection kit. When all specimens have been collected and properly labeled, they are placed in the kit. The box is then sealed with evidence tape, initialed by the individual sealing the kit, and stored in a refrigerator until it its collected by law enforcement or other designated personnel.

# DO NOT FREEZE.

# Before You Begin Read the full protocol and inventory the kit

This kit is designed to assist the examining physician and/or nurse in the collection of evidentiary specimens for analysis by the crime laboratory. This kit can be used to collect appropriate samples from both male and female victims of sexual assault or suspects of an assault. With the exception of the presence of spermatozoa (Step 10) the hospital is not requested or encouraged to analyze any of the specimens/evidence collected in this kit. Any specimens required by the hospital are to be collected with hospital supplies.

# **Step #1** Authorization for the Release of Information and Evidence Form

Fill out all information requested on the form, then have the patient (or parent/guardian) and witness sign where indicated.

# **Step #2** Hospital Billing and Reimbursement Forms

- A. <u>The blue colored "Fast Track" billing reimbursement form</u> is to be completed by the hospital personnel and forwarded to the hospital billing department for reimbursement of services. The program explanation sheet attached can be removed and given to the victim.
- B. The white colored "Crime Victim's Reparation" long form is to be given to the victim.

# Step #3 Complete the medical report form.

Fill out all information requested on the form. Photocopy the completed document. Retain the copy for your records. Place the original in the envelope provided in the kit then tape the envelope to the bottom of the Sexual Assault Evidence Kit.

# Step #4 Clothing

Have the patient undress while standing on a clean piece of examination table paper. As each article of clothing is removed, it should be places in a new, clean paper bag. A separate paper bag should be used for each article of clothing. Carefully fold the examination table paper and place it in a separate paper bag as well. Seal each bag with evidence tape. Date and initial each paper bag collected.

Note: 1. Wet or damp clothing should be air dried before packaging.

- 2. If the patient is not wearing the clothing worn at the time of the assault collect only the items that are in direct contact with the genital area. Inform the officer of this fact.
- 3. Do not cut through any existing holes, rips or stain in patient's clothing.
- 4. Do not shake out clothing, microscopic evidence may be lost.

Give these items to the investigating agency.

# **Step #5 Debris Collection**

- 1. Remove folded paper sheet from Debris Collection envelope. Unfold and place it on a flat surface. Collect the debris from victim and place it on paper. Refold the paper in a manner that helps retain the debris, place the paper into the envelope, and seal with evidence tape provided.
- 2. Debris such as dried semen, blood, saliva or saliva from bite marks should be collected by lightly moistening the swabs provided with distilled water and then thoroughly swabbing the area with the swabs. Allow the swab(s) to air dry and place in the swab box that has been provided. Write a brief description of the location of the stain on the box, place the box in the envelope and seal with evidence tape provided.
- 3. Collect fingernail swabbings if foreign material is noted under patient's fingernails or if requested by the officer. Lightly moisten one of the swabs provided with distilled water and then thoroughly swab the area under the nails. Use one (1) swab for all the fingers of the right hand and one (1) swab for all the fingers of the left hand. Allow the swab(s) to air dry and place in the swab box that has been provided. Write a brief description of the location on the box, place the box in the envelope and seal with evidence tape provided.

# Step #6 Pubic Combings

Place the Terri-towel provided under the pubic region of the patient and comb through the entire pubic area to dislodge any foreign hairs or other material present. Place the comb onto the paper and fold the paper around the comb. Be careful not to lose any evidence. Place the wrapped comb in the "Pubic Hair Combings" envelope, seal and fill out all the information.

# **Step #7 Pubic Hair Standards**

Clip at least 15 pubic hairs as close to the skin as possible. Place the clippings onto the sheet of white paper provided. Fold the paper in a manner that helps retain the hair clippings. Place the paper into the envelope marked "Pubic Hair Standards". Seal the envelope and fill out all the information.

# **Step #8 Head Hair Standards -**

Pull 15-20 head hair from various locations. Place the hair onto the sheet of white paper provided. Fold the paper in a manner that helps retain the hair. Place the paper into the envelope marked "Head Hair Standards". Seal the envelope and fill out all the information.

## For STEPS 9, 10, 11, and 14

- Do not chemically fix or stain slides.
- Do not moisten swabs prior to use. (Exception Step 12 &13)
- It may take several hours for the swabs to Air Dry.

# Step # 9 Oral Swabs

Using two (2) cotton swabs simultaneously, swab the gums, cheeks, and under the tongue. Directly smear both swabs onto one slide. Air dry the swabs (2) and slide (1). Place the swabs into the swab box. Place the slide into the slide mailer. Then place the swab box and mailer into the appropriate envelope, seal, and fill out all the requested information.

# **Step #10 Vaginal Swabs** (See step 12 for male patients)

Use water <u>do not</u> use a lubricant on the speculum. Using four (4) cotton swabs simultaneously, swab the vaginal vault. Collect 4 swabs in this manner. Directly smear all swabs onto one (1) slide. Air dry the swabs (4) and slide (1). Place the 2 swabs collect together into a swab box. Place the second 2 swabs into a separate swab box. Place the side into the slide mailer. Then place the swab boxes and slide mailer into the appropriate envelope, seal, and fill out all the requested information.

# **Step #11** Cervical Swabs (See step 12 for male patients)

Using two (2) cotton swabs simultaneously, swab the cervical area. Directly smear both swabs onto one slide. Air dry the swabs (2) and slide (1). Place the swabs into the swab box. Place the slide into the slide mailer. Then place the swab box and mailer into the appropriate envelope, seal, and fill out all the requested information.

# **Step #12 Penile swabs** (for male patients)

Using two (2) slightly moisten cotton swabs, thoroughly swab the external surface of the penile shaft and glans. Directly smear both swabs onto one slide. Air dry the swabs (2) and slide (1). Place the swabs into the swab box. Place the slide into the slide mailer. Then place the swab box and mailer into the appropriate envelope, seal, and fill out all the requested information.

# Step #13 Anal Swabs

Using two (2) cotton swabs simultaneously, swab the anal area. Directly smear both swabs onto one slide. Air dry the swabs (2) and slide (1). Place the swabs into the swab box. Place the slide into the slide mailer. Then place the swab box and mailer into the appropriate envelope, seal, and fill out all the requested information.

# Step #14 Rectal swabs

Using two (2) cotton swabs simultaneously, swab the rectum. Directly smear both swabs onto one slide. Air dry the swabs (2) and slide (1). Place the swabs into the swab box. Place the slide into the slide mailer. Then place the swab box and mailer into the appropriate envelope, seal, and fill out all the requested information.

**Step #15 Blood Samples** - One Purple top (EDTA) vacutainer for blood typing.

One Grey top (NaFl) vacutainer for alcohol and drug screening.

Follow normal hospital/clinic procedures to draw blood samples. In order to minimize patient discomfort, any blood needed for VDRL and/or other tests should be drawn at this time. These should not be included in the evidence kit, but remain at the hospital for processing.

**NOTE** - If the expiration date on the blood tubes has passed, replace with the same type of tube from the hospital stock.

# **FINAL INSTRUCTIONS**

When all specimens have been collected and specimens are air dried:

- Make sure all the information requested on all forms, envelopes, and labels has been completed.
- Make sure all evidence envelopes and containers are properly closed and/or sealed.
- Place all evidence into the kit.
- Make a photo copy of the "Medical Report Form" and retain it with the hospital records. Place the original form into the envelope provided and affix the envelope to the outside bottom of the kit box.
- Close the box, affix evidence seals and initial all seals.
- Fill out all information requested on the outside top of the kit.
- Store refrigerated until collected by law enforcement or other designated personnel.

## DO NOT FREEZE!

Any other sample taken for testing, i.e. pregnancy, VDRL, etc. should be analyzed in the hospital laboratory.



**HOSPITAL:** 

# **State of Utah Department of Public Safety**Bureau of Forensic Services

# **SEXUAL ASSAULT EVIDENCE COLLECTION KIT**

VICTIM'S NAME:	
HOSPITAL ID #:	
KIT SEALED BY:	
PHONE NUMBER:	
DATE & TIME:	
REFREIGERATE KIT	AFTER COLLECTING EVIDENCE
CHAIN	NOF CUSTODY
CHAIN POLICE AGENCY:	I OF CUSTODY
2	I OF CUSTODY
POLICE AGENCY:	N OF CUSTODY  DATE & TIME:
POLICE AGENCY: POLICE AGENCY CASE #:	

# Information on the short side the box:

# SEXUAL ASSAULT EVIDENCE COLLECTION KIT

# STATE OF UTAH DEPARTMENT OF PUBLIC SAFETY

Bureau of Forensic Services 4501 South 2700 West Salt Lake City, Utah 84119 (801) 965-4487

Information on the long side of the box:

**SEXUAL ASSAULT EVIDENCE COLLECTION KIT** 

#### ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

- 1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, <u>Utah Code Annotated</u>, 1953, as amended, Utah State Procurement Rules (<u>Utah Administrative Code</u> Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
- 2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
- 6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
- 7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
- 8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- 10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
- 11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
- 14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 15. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

- 16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- 20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:

  1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:

  1. Exercise any remedy provided by law;

  2. Terminate this contract and any related contracts or portions thereof;

  3. Impose liquidated damages, if liquidated damages are listed in the contract;

  4. Suspend Contractor from receiving future solicitations.
- 23. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24. **PROCUREMENT ETHICS**: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, <u>Utah Code Annotated</u>, 1953, as amended).
- 25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: July 5, 2005)